



**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**  
DEMA Procurement Office, Building #M5330  
5636 East McDowell Road  
Phoenix, Arizona 85008-3495.

**REQUEST FOR PROPOSAL NUMBER: M8-0041**

**PROPOSAL DUE DATE: 2:00 PM (MST), May 6, 2008**

In accordance with Arizona Revised Statute § 41-2576, competitive sealed proposals for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened/read publicly and will not be subject to public inspection until after a final contract award is made.

Proposals must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late proposals will not be considered. Offerors submitting late proposals will be so notified.

Proposals must be submitted in a sealed envelope with the Request for Proposal Number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or be typewritten. Additional instructions for preparing proposals are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement Office.

**MATERIAL OR SERVICE: CM@Risk to Construct Florence Field Maintenance Shop, Florence, AZ.**

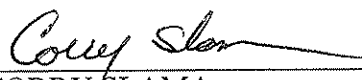
**PRE-PROPOSAL CONFERENCE/SITE VISIT:** A pre-proposal conference will be held at 9:00 AM (MST), April 22, 2008 at 5636 E. McDowell Rd., Bldg #M5320, (Classroom #1) Phoenix, AZ. 85008. All potential Offerors are highly encouraged to attend.

**FOR QUESTIONS ON THE SCOPE OF WORK:** Mike Herod, **TELEPHONE:** (602)267-2729.

**CONTRACT TYPE: FIRM, FIXED PRICE**

**BUYER:** Betty Austin, CPPB **TELEPHONE:** (602)267-2853

**PROPOSAL ISSUE DATE:** April 15, 2008

  
CORY SLAMA  
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page

## DEMA PROCUREMENT OFFICE

Building #M5330  
5636 E. McDowell Road  
Phoenix, Arizona

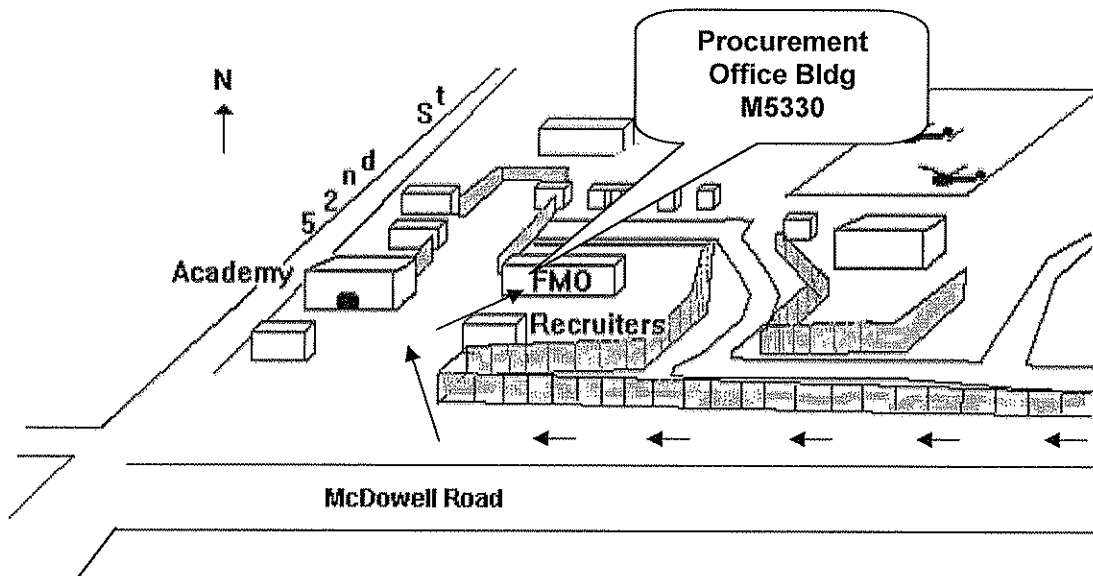
### Hours of Operation

Monday - Friday

7:00 AM - 3:30 PM

### Location

Access to the DEMA Procurement Office is available off Bushmaster. Bushmaster is approximately  $\frac{1}{2}$  mile east of 52<sup>nd</sup> Street. (Enter base off McDowell Rd., Turn north on Bushmaster and follow the road on the base parallel to McDowell Road.)



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The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Additional information may be required in your firms proposal.

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## **SECTION I**

### **UNIFORM INSTRUCTIONS TO OFFERORS v 7.1**

The State of Arizona's approved Uniform Instructions to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

## **SECTION II**

### **UNIFORM TERMS AND CONDITIONS – Az SPO Form 202, Revision 7**

The State of Arizona's approved Uniform Terms and Conditions are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

### SECTION III DEMA SPECIAL UNIFORM TERMS AND CONDITIONS

**Budget.** The estimated budget for this solicitation is approximately \$9,954,000.00

**Contract amendment #1 to this agreement (Guaranteed Maximum Price and Construction Time Frame) will be subject to funding. No construction shall begin until the State of Arizona, Department of Emergency and Military Affairs agree in writing on a Guaranteed Maximum Price (GMP) and final construction schedule.**

1. **Construction Manager at Risk Services.** The Construction Manager (CM) at Risk shall provide construction management services during the design phase of the project and serve as the general contractor during construction of the project. Additionally, the CM at Risk will start the project in a support role for the State for preconstruction services. Prior to construction, the CM at Risk shall assume the risk of delivering the project through a fixed lump sum (Guaranteed Maximum Price or GMP) contract.

When the plans and specifications are sufficiently complete, the CM at Risk and the State shall agree on the construction budget and provisions regarding drawings, specifications, addenda, and general, supplementary, and other conditions, alternatives, allowances and construction time. The CM at Risk shall be responsible for all construction means/methods and delivery of completed work by a date to be determined.

**Design phase services provided by the CM may include:**

- Provide independent cost estimating and knowledge of marketplace conditions;
- Provide project planning and scheduling;
- Provide value engineering and constructability studies;
- Protect the owner's sensitivity to quality and aesthetic factors;
- Advise the State of ways to gain efficiencies in project delivery;
- Recommend a schedule for procurement of long-lead items required to meet the project schedule;
- Recommend methods to be used for selection and award of trade contracts;
- Organize the project into a series of bid packages to maximize bidding and scheduling efficiencies; and
- Assist in the permitting processes.

**Construction phase services by the CM shall include:**

- Arrange for procurement of materials and equipment;
- Schedule and manage construction operations;
- Organize the work to minimize operations impact and user disruptions;
- Coordinate with other agencies and owner's contractors.
- Bid and award contracts and subcontracts;
- Provide quality controls;
- Bond and insure the construction;
- Deal with owner issues;
- Maintain a safe work site for project participants.

2. **Anticipated Procurement Schedule.**

	<u>Date:</u>
RFP Issued:	<u>4/15/08</u>
Pre-Proposal Conference:	<u>4/22/08</u>
Proposal Review:	<u>5/6/08</u>

Interviews: 5/14/08

CM @ Risk Selection and Notification: 5/15/08

**3. Anticipated Construction Schedule.**

Date:

Preliminary Schematic Design Documents (Anticipated to be complete or completed by: 6/20/08

Construction Documents (anticipated to be complete): 8/29/08

Construction shall begin on: **(Pending funding by the State of Arizona legislature)** 9/30/08

**Substantial completion shall be determined in the negotiation process held between the selected CM and the State of AZ.**

4. **Pre-Proposal Conference:** Prospective Offerors are invited to attend a pre-proposal conference **9:00 AM (MST), April 22, 2008 at 5636 E. McDowell Rd., Bldg #M5320, (Classroom #1) Phoenix, AZ. 85008**. The purpose of the conference will be to clarify the contents of the Request for Proposal in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy shall be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary and issue a written amendment to the RFP if necessary. Oral statements or instructions do not constitute an amendment to this Request for Proposal. Only written responses shall be considered an official amendment.

Offerors are encouraged to attend the pre-proposal conference and requested to bring a copy of the RFP with them. Questions may be asked by interested vendors during the Pre-Proposal Conference, but submitting the questions in advance will allow the State time to prepare comprehensive responses.

5. **Questions and Inquiries:** Submit any questions or inquiries regarding the RFP that you would like answered in writing to the attention of: **Betty Austin, CPPB**, State of Arizona, Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg M5330, Phoenix, Arizona 85008-3495 or fax to (602) 267-2576. Questions should be asked in consecutive order following the organization of the Request for Proposal and each question should begin by referencing the Request for Proposal section number, page number, and item number to which it relates. Additional questions may be presented at the Pre-Proposal Conference

Short procedural inquiries may be accepted by telephone by **Betty Austin, CPPB** at **(602)267-2853**. Oral explanations or instructions given over the telephone shall not be binding upon the State.

6. **Confidential Information.** If a person believes that its proposal or protest submitted to the State contains trade secrets or other proprietary data that remain confidential under A.R.S. § 41-2533(d) or A.R.S. § 41-2534(d), the person shall include, with its submission, a statement that explains and supports the person's claim that the submission contains such information. The person also shall stamp as confidential or otherwise specifically identify in its submission all trade secrets and other proprietary data that it believes remain confidential.

7. **Insurance Requirements.** Prior to commencing work or services under this Contract, Contractor shall furnish the Arizona Department of Emergency and Military Affairs with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the State of Arizona, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including

court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- |  |             |
|--|-------------|
| • General Aggregate                                | \$2,000,000 |
| • Products – Completed Operations Aggregate        | \$1,000,000 |
| • Personal and Advertising Injury                  | \$1,000,000 |
| • Each Occurrence                                  | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Damage (Any one fire)                       | \$1,000,000 |

a. The policy shall be endorsed to include the following additional insured language:

***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."***

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

***"The State of Arizona, its departments, agencies, boards, commissions,***

*universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Installation Floater**

- a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement** as well as coverage for losses that may occur during **equipment testing**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona, Department of Emergency and**



**Military Affairs, Attn: Betty Austin, 5636 E. McDowell Road #5330, Phoenix, AZ. 85008** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **State of Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Road #M5330, Phoenix, AZ. 85008**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

8. **Licenses/Registrations.** The Contractor and any consultants shall maintain current all applicable federal, state and local licenses/registrations required for the operation of the business conducted by the Contractor and any consultants as applicable to the Contract.

9. **Performance Bond: (100%):** The successful offeror is required to furnish, at its own cost, a security to guarantee faithful performance of the contract in the amount of 100% of the total contract value. This security may be in the form of a Performance Bond, Postal Money Order, Certified Check, Irrevocable Letter of Credit, or Cashier's Check. The Offeror shall furnish such bond within ten (10) days after receipt of Notice. The amount of the performance bond shall be the price of construction and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services and other related services included in the contract. This bond is solely for the protection of this state. The conditions and provisions of the performance bond regarding the surety's obligations shall follow the form required under Arizona Revised Statute section 34-222, subsection G or section 34-608, subsection G, as applicable.

10. **Payment Bond: (100%):** The Contractor shall provide, at its own cost, a non-revocable security solely for the protection of all persons supplying labor and/or material to the Contractor or any subcontractor in the performance of work related to the contract. Each payment bond shall be no less than 100% of the total contract price and made payable to the Department of Emergency and Military

Affairs. Payment security shall be in the form of a Payment Bond, Certified Check, Irrevocable Letter of Credit or a Cashier's Check. All Payment bonds must be executed on SPO Form 303A. The Construction Manager @ Risk shall furnish such bond to the Owner within ten (10) days after receipt of Notice. The amount of the payment bond shall be the price of construction and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the contract. The conditions and provisions of the payment bond regarding the surety's obligations shall follow the form required under Arizona Revised Statutes section 34-222, subsection F or section 34-608, subsection F, as applicable.

11. **Patents and Copyrights.** All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under the Contract are the property of the State of Arizona and shall not be used or released by the Contractor or any other person except with the prior written permission of the Department.

12. **Preparation of Specifications By Persons Other Than State Personnel.** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Department's needs in accordance with Arizona Revised Statute, Title 41, Chapter 23, Article 4 and associated Arizona Administrative Codes.

13. **Approval.** The Contract shall be entered into by the Department and the Contractor in accordance with laws of the State of Arizona.

14. **Safety Standards.** All work provided under this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

15. **Term of Contract.** The term of any resultant Contract shall commence on the date of Notice to Proceed and remain in effect until completion of the project thereafter unless terminated, cancelled or extended as otherwise provided herein.

16. **Contract Applicability.** The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department/State of Arizona are not applicable to this Solicitation nor any resultant Contract.

17. **Use of Endangered Tropical Hardwood.** Contractors shall comply with all provisions of Arizona Revised Statute § 34-201, as amended, concerning any construction, building addition, or alteration project which is financed by monies of this State or its political subdivisions. Endangered tropical hardwood shall not be used unless an exemption is granted by the Director of the Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. "Endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

18. **Value in Procurement.** Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

19. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all

anticipated offshore services in the proposal.

20. **Federal Immigration Laws, Compliance by State Contractors.** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

21. **Electronic and Information Technology.** Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-2531 and § 41- 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

22. **Contractual Documents.** The American Institute of Architects (AIA) Document AIA A121CMc 2003 and AGC Document 565 with 2004 Arizona Modifications (Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is Also the Constructor) shall apply to the requirements of this solicitation and are incorporated herein. Copies of these documents are on file and are available for review in the Department Procurement Office (State) or they may be downloaded from : <http://gsd.azdoa.gov/BPS/review.asp>

## Section IV PROPOSAL REQUIREMENTS

1. **Proposal Format.** Firms interested in submitting a Proposal must respond in accordance with the requirements contained herein and include no less than the following information (organized and tabbed in this sequence):

**Transmittal Letter**, including the following:

- i. Identify the prime respondent and each potential subcontractor making up the Construction Management @ Risk team (include: firm names and addresses, and license numbers).
- ii. Acknowledge receipt of any and all amendments to this RFP.
- iii. Disclose any known possible conflicts of interest.

### **Table of Contents**

**General Qualifications:** General Qualifications to include but not limited to the following:

Provide answers to each category listed below. Provide your responses on 8-1/2" x 11" sheets of paper and number and title each answer to the corresponding category. All pages in your response to this attachment should be numbered sequentially.

- i. **Project History:** Identify all contracts or related projects involving climate controlled facilities, which your firm has participated in within the last five-(5) years. (Do not include projects/contracts managed by team members or subcontractors.)
- ii. **Years in Business:** How many years has your firm been providing CM @ Risk services for climate controlled facilities or related services.
- iii. **Number of Contracts:** Indicate the number of climate controlled facility contracts actually implemented by your firm.
- iv. **Project Identification:** Name the project owner, state the type of project, identify your firm's roll in this project (ie: lead architect, consultant, etc.), identify key personnel from you firm who participated in each project and provide the location (city, state).
- v. **Project Dates:** Project Actual Construction Start and End Dates
- vi. **Project Size:** Total square footage.
- vii. **Project Dollar Amount:** Provide the total contract amount and the original budget amount.
- viii. **Project Schedule:** Indicate if the project was completed on schedule. If not, please explain.
- ix. **References:** Provide the names and telephone numbers of the owner's representatives that can supply references. A minimum of five references must be provided.

**Personnel Information:** Please provide the following minimum information:

- i. **Full-Time Personnel:** Indicate the number of full-time personnel employed by your firm and those who will work on this project. Provide a project organizational chart that designates the number of employees to be assigned to

this particular project and illustrate the lines of authority.

- ii. **Qualifications and Experience:** Identify who will have the primary responsibility for each task and phase of the project including the project manager, construction management, field personnel, etc. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities (if relevant to role), list of projects individual was associated with during the last five (5) years including type of project and project cost, resume.
- iii. **Areas of Expertise:** List all areas of expertise relating to the work to be completed under this contract. Include specialized areas of expertise in areas that might be relevant to the project. Also describe the professional and skilled trades that your firm customarily performs with its own employees (mechanical, electrical, etc).
- iv. **Contract Negotiations Personnel:** Provide the name(s) of the individuals who will have primary responsibility for contract negotiations.

**Sub-Contractors:** Identify sub-contractors who may be involved in the performance of the project. Provide length of working relationship and details of past projects jointly worked on. Additionally, outline your subcontractor selection plan, or procedures.

**Approach:** Describe its approach for accomplishing the work requested.

- i. Describe the company's Scheduling Process, including software systems and use of scheduling as a management tool. Explain the method of reporting project progress to Owner.
- ii. Describe what sets your firm apart from other firms providing the same types of services required by this RFP, and how does your firm's background, expertise, and approach best meet the unique needs of this project.

**Project Management:** Describe how your firm would work with the selected Architect/Engineering firm in order to coordinate construction and avoid conflicts with the A/E.

**Capacity:** Provide a detailed schedule of current and pending major project commitments and project completion dates. Additionally, provide evidence or documentation that sufficient staff will be available to complete the scope of work.

**Financial Statements:** Provide your firm's last three (3) consecutive years (ending December 31st) financial statements (Balance Sheet, Income Statement and Statement of Cash Flow) prepared in accordance with General Accepted Accounting Principles.

**Bankruptcy Involvement:** Has your firm, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? If yes, explain in detail the circumstances, date the protection order was filed and the resolution of the case (or current status, if still ongoing).

**Lawsuit Involvement:** Has your firm been involved in a construction related lawsuit (other than labor or personnel litigation) during the past five-(5) years? If yes, please explain in detail the nature of the claim, circumstances, amount in dispute, date suit was filed, and the outcome of the case.

**Other Data**

**Proposal Exception(s)**

**All Attachment(s) (organized in sequential order)**

Attachment A Offer and Acceptance

Attachment C Certificate of Corporate Authority

Attachment D Non-Collusion Affidavit

Attachment E Suspension/Department Affidavit

Attachment F Small, Woman-Owned and/or Minority-Owned Business Certification

2. **Proposal Submittal:**

a. **SUBMIT FIVE (5) ORIGINAL COPIES OF YOUR PROPOSAL. ALL PROPOSALS MUST INCLUDE AN ORIGINAL SIGNATURE, BE COMPLETE IN EVERY DETAIL AND RECEIVED NO LATER THAN 2:00 PM (MST), May 6, 2008.**

**DELIVER OR SEND YOUR PROPOSALS TO:**

Department Procurement Office (STATE)  
Department of Emergency & Military Affairs  
5636 E. McDowell Road, Building M5330  
Phoenix, Arizona 85008-3495

3. **Proposal Opening.** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. All other information contained in the proposals shall remain confidential. Proposals are not be subject to public inspection until after a Contract award has been made. **Late proposals will not be accepted.**
4. **Offer Acceptance Period.** Proposals must be held open and will be considered an irrevocable offer for **one hundred twenty (120)** days after the proposal opening date and time.
5. **Evaluation Criteria.** Each proposal will reviewed to determine the compliance or non-compliance of the specific requirements stated in the RFP. The Procurement Officer may conduct verbal and/or written discussions with Offerors.

Each proposal will be evaluated in accordance with the following established evaluation criteria.  
**OFFERORS ARE REQUESTED TO KEEP THEIR NARRATIVES BRIEF AND TO THE POINT.**

The selection committee members will independently review each proposal according to the following criteria and score the proposals accordingly.

After the initial proposal evaluation process, in order to select the most qualified firm, the State will prepare a short list to interview at least the top **four (4)** offerors deemed susceptible for award. It is anticipated that the State will complete the evaluation of the proposals and prepare a short list of the most qualified firms.

Each of the selected offerors will participate in a detailed oral interview to answer questions from the Proposal Evaluation Team and more fully discuss the firms qualifications and capability to satisfy the evaluation criteria set forth in this RFP. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview.

Evaluations may also include inspection of the offeror's facilities, site visits to offeror's completed projects, reference verification and financial analysis of the firm.

a. **Experience (POINTS 185):**

- a. Construction experience with CM at Risk projects including performance record on previous projects and pre-construction and construction services
- b. Expertise of Offeror's key personnel.

- c. Ability to render and implement value added solutions to minimize construction and operating costs.
- d. History of working relationship of the Offeror with the design architect 65.
- e. Availability of an Arizona office with local experienced staff and ability to communicate immediately with Owner.

b. **Expertise (POINTS 150):**

- 1. Education levels of proposed staff
- 2. Experience of proposed staff
- 3. Overall qualifications of staff
- 4. Facts about organizational chart, staffing and lines of authority.
- 5. Established working relationship with proposed associates or consultants
- 6. Conformance with Proposal format.

c. **Technical Approach/Methodology (POINTS 100):**

d. **Firm's Proposed Subcontractor Selection Plan or Procedures (POINTS 100):**

6. **Negotiations.** The State of Arizona and the most qualified firm(s) shall negotiate completion of the construction contract. Should the negotiations fail, the State of Arizona shall commence discussions with the next most qualified firm, in accordance with the Arizona Procurement Code.

**Section IV**  
**APPLICABLE LAWS AND REGULATIONS**  
**AS REQUIRED BY MASTER COOPERATIVE AGREEMENT**

1. **Nondiscrimination.** The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:
  - a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
  - b. Executive Order 11246 and Department of labor regulations issued thereunder (41 CFR Part 60);
  - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
  - d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).
2. **Lobbying.**
  - a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.
3. **Drug-Free Work Place.**
  - a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
  - b. The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.
4. **Environmental Protection.**
  - a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive



Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

**5. Use of United States Flag Vessels.**

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U. S. Maritime Administration, Washington, D.C. 20590; and

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this contract, and to cause such provisions to be inserted in all subcontracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

**6. Debarment and Suspension.**

a. Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

**7. Buy American Act.** The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy

American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding Between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. **Uniform Relocation Assistance and Real Property Acquisition Policies.** The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

**ATTACHMENT A**  
**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**  
**OFFER & ACCEPTANCE DOCUMENT**

**REQUEST FOR PROPOSAL NUMBER: M8-0041**

**Submit the ORIGINAL of this attachment to the Department Procurement Office**

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish **CM@Risk to Construct Florence Field Maintenance Shop, Florence, AZ.** in compliance with all terms, conditions, drawings, specifications and/or addenda. Signature also certifies understanding and compliance with the Instructions to Offerors.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:  Name _____  Telephone No. _____  Fax No. _____  Authorized Signature(s): _____  Printed Name _____  Title _____  Signature _____
Federal Employer Identification No.:	
Commercial Contractor's License No:	
Company Information:	
Company Name:	
Street Address	
Street Address	
City                      State                      Zip	
Company Email Address	

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

When signed below, your Proposal is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's proposal as accepted by the State. This Contract shall be referenced by Contract No. **M8-0041**

DO NOT commence any billable work or provide any materials or services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.

APPROVED AS TO FORM  This ____ day of _____, 200 ____ Terry Goddard Attorney General  By: _____ Assistant Attorney General	AZ. DEPT. OF EMERG. & MILITARY AFFAIRS  Awarded the ____ day of _____, 200 ____  _____ Corry Slama As Procurement Manager & Not Personally
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**ATTACHMENT B -- BID PROPOSAL FORM**

M8-0041

**NOTE: DO NOT SUBMIT THIS ATTACHMENT WITH YOUR PROPOSAL.**

Under this CM at Risk Contract, when the design is near completion, the CM and the State will negotiate a Guaranteed Maximum Price (GMP) and construction schedule. This Attachment will become amendment #1 to this contract to include the GMP and construction schedule completion requirement(s).

Currently, the objective of the State of Arizona is to complete the construction documents, establish a GMP and final construction schedule by **August 29, 2008**

Having carefully examined the premises, conditions and all specifications affecting this work, \_\_\_\_\_ (Company Name) proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **CM@Risk to Construct Florence Field Maintenance Shop, Florence, AZ.**, in strict conformity with all provisions of the Solicitation for the following:

1. BASE PROPOSAL, FIRM, FIXED PRICE OF:  
\_\_\_\_\_ (\$ \_\_\_\_\_)
2. ALTERNATE PROPOSAL A., FIRM, FIXED PRICE OF:  
\_\_\_\_\_ (\$ \_\_\_\_\_)
3. ALTERNATE PROPOSAL B., FIRM, FIXED PRICE OF:  
\_\_\_\_\_ (\$ \_\_\_\_\_)

The Offeror agrees to complete all of the work under the contract within **365 calendar days** of the date of purchase order or notice to proceed.

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his proposal.

The Department of Emergency and Military Affairs shall not be responsible for any errors or omissions on the part of the Offeror.

This proposal may not be withdrawn for a period of at least **one hundred twenty (120)** days after the proposal closing date.

**ATTACHMENT C -- CERTIFICATE OF CORPORATE AUTHORITY**

Offerors must provide the following information:

A Corporation existing under the laws of the State of: \_\_\_\_\_

A Partnership consisting of: \_\_\_\_\_

An Individual trading as: \_\_\_\_\_

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, \_\_\_\_\_, certify that I am the

\_\_\_\_\_ of the Corporation named as Offeror

herein; that \_\_\_\_\_ who signed this Proposal on

behalf of the Corporation, was then the \_\_\_\_\_ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE OFFICER  
(Signature)

STATE OF ARIZONA )  
 )  
COUNTY OF \_\_\_\_\_)

(Required only for offers over \$100,000)

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**ATTACHMENT F--SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES**  
**CERTIFICATION**

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

☐ 1.0 Small Business (SB), ☐ 2.0 Small Business African American (SBAA), ☐ 3.0 Small Business Asian (SBA), ☐ 4.0 Small Business Hispanic (SBH), ☐ 5.0 Small Business Native American (SBNA), ☐ 6.0 Small Business Other (SBO), ☐ 7.0 Small, Women Owned Bus. (SWOB), ☐ 8.0 Small, Women Owned Bus. African American (SWOBAA), ☐ 9.0 Small, Women Owned Bus. Asian (SWOBA), ☐ 10.0 Small, Women Owned Bus. Hispanic (SWOBH), ☐ 11.0 Small, Women Owned Bus. Native American (SWOBNA), ☐ 12.0 Small, Women Owned Bus. Other (SWOBO), ☐ 13.0 Women Owned Business (WOB), ☐ 14.0 Women Owned Bus. African American (WOBAA), ☐ 15.0 Women Owned Business Asian (WOBA), ☐ 16.0 Women Owned Business Hispanic (WOBH), ☐ 17.0 Women Owned Business Native American (WOBNA), ☐ 18.0 Women Owned Business Other (WOBO), ☐ 19.0 Minority, African American (MAA), ☐ 20.0 Minority, Asian (MA), ☐ 21.0 Minority, Hispanic American (MHA), ☐ 22.0 Minority, Native American (NA), ☐ 23.0 Minority, Other (MO).

☐ 24.00 None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm. (NONE)

=====

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

Street	City	State and Zip
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I hereby certify that \_\_\_\_\_ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

\_\_\_\_\_  
Signature Date

I hereby certify that \_\_\_\_\_ (Firm/Company Name) ☐ is or ☐ is not (check one) a ☐ Minority and/or ☐ Women (check one or both) owned business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

\_\_\_\_\_  
Signature Date



## EXHIBIT 1 -- SCOPE OF WORK

### STATEMENT OF WORK

GENERAL: The Division of Military Affairs requests submission of Proposals from qualified general contractor firms to serve as construction manager at risk, for construction of the Florence Field Maintenance Shop for the Arizona Army National Guard. The CM@Risk will be responsible for construction means and methods, and will be required to solicit a minimum of three bids from pre-qualified subcontractors to perform the work through a guaranteed maximum fixed price contract. The CM@Risk may also compete to self-perform the work.

A. General Services by the CM@Risk may include:

- Provide detailed independent cost estimating and knowledge of marketplace conditions;
- Provide project planning & scheduling;
- Provide alternate systems evaluation and constructability studies and advise DEMA of ways to gain efficiencies in project delivery;
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items; assist in the permitting processes;
- Protect the owner's sensitivity to quality, safety and environmental factors

B. Construction phase services by the CM@Risk may include but are not limited to:

- Construction will include a new 19,000 square foot, four bay drive through Maintenance Shop. Building will meet LEED Silver and maintain all current anti-terrorism/force protection requirements.
- Arrange for procurement of materials and equipment; schedule and manage site operations;
- Bid, award, and manage all construction related subcontracts while meeting State of Arizona bid requirements;
- Provide quality controls;
- Bond and insure the construction;
- Address all specified codes and deal with owner issues;
- Maintain a safe work site for all project participants.

In accordance with Arizona Revised Statutes 34-461 as amended, this Project shall be constructed in compliance with applicable building, plumbing, mechanical, electrical, and fire prevention codes adopted by the City, town, county or fire district in which the building is located. Codes and design criteria necessary for the design of this project shall consist of, but not limited to, the latest published editions of the following:

1. IBC(s) –2006
2. UMC 2004
3. UPC 2004 with Amendments
4. UFC 2006
5. NEC 2005/NFPA70
6. ADAAG Latest Edition
7. AzDA Latest edition

8. ASHRE 90.1,2004
9. ANSI/ASHRE 62.1/2004
10. NFPA 101/2006
11. IESNA 9 Latest Edition
12. EIA/TIA Latest Edition
13. NFPA 780/ Latest Edition
14. ANSI/EIA/TIA 606 Latest Edition
15. ANSI/EIA/TIA 607 Latest Edition
16. NFPA 72 2007

CONSTRUCTION BUDGET AMOUNT: The budget amount for this project is \$9,954,000.00. If the contractor determines that the project will exceed this amount, all work shall cease and the Director of Engineering will be notified in writing so that funding differences may be resolved. Project is a Federal Fiscal Year 2008 project, so contract must be executed no later than 30SEP08.

POINT OF CONTACT:

Project Manager: Mike Herod, 5636 E. McDowell Road, Building M5-330, 602-267-2729 or [mike.herod@azdema.gov](mailto:mike.herod@azdema.gov)

Deputy Director of Engineering: Russell Carter, 5636 E. McDowell Road, Building M5-330, 602-267-2568 or [russell.carter@azdema.gov](mailto:russell.carter@azdema.gov)